

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459553

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|------------------------------------|---------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WEBSTER BANK, NATIONAL ASSOCIATION | | 01/24/2018 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | PROPERTY BRANDS, INC. | | |
| Street Address: | 11121 Kingston Pike | | |
| City: | Knoxville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37934 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | VANTAGE CARD SERVICES, INC. | | |
| Street Address: | 11121 Kingston Pike | | |
| City: | Knoxville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37934 | | |
| Entity Type: | Corporation: GEORGIA | | |
| Name: | SCREENING ONE, INC. | | |
| Street Address: | 11121 Kingston Pike | | |
| City: | Knoxville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37934 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| Name: | EPREMIUM INSURANCE AGENCY, LLC | | |
| Street Address: | 11121 Kingston Pike | | |
| City: | Knoxville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37934 | | |
| Entity Type: | Limited Liability Company: OHIO | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5100512 | VALENCEDOCS | |
| TRADEMARK | | | |

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 5100511 | VALENCEPM |
| Registration Number: | 5100323 | PAYYOURRENT |
| Registration Number: | 5100320 | PROPERTYBOSS |
| Registration Number: | 4048455 | PROPERTYBOSS SOLUTIONS |
| Registration Number: | 4236926 | VANTAGE CARD SERVICES, INC. |
| Registration Number: | 3328894 | SCREENINGONE |
| Registration Number: | 5185777 | PAYYOURRENT |
| Registration Number: | 5189870 | 123LANDLORD |
| Registration Number: | 5227246 | EPREMIUM |
| Registration Number: | 5227245 | EPREMIUM INSURANCE |

CORRESPONDENCE DATA

Fax Number: 6465584206

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-346-4041

Email: sabella@goodwinlaw.com

Correspondent Name: Serv R. Abella

Address Line 1: c/o Goodwin Procter LLP

Address Line 2: 901 New York Avenue, NW

Address Line 4: Washington, D.C. 20001

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Serv R. Abella |
| SIGNATURE: | /s/ Serv R. Abella |
| DATE SIGNED: | 01/26/2018 |

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is given as of January 24, 2018, by WEBSTER BANK, NATIONAL ASSOCIATION, as agent (in such capacity, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below), in favor of each of (a) PROPERTY BRANDS, INC., a Delaware corporation, (b) VANTAGE CARD SERVICES, INC., a Georgia Corporation, (c) SCREENING ONE, INC, a California Corporation, and (d) EPREMIUM INSURANCE AGENCY, LLC, an Ohio limited liability company (collectively, the “Grantors” and each, individually, a “Grantor”).

WITNESSETH

WHEREAS, the Grantors have entered into that certain Credit Agreement, dated as of January 19, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified to date, the “Credit Agreement”), by and among the Grantors, the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as lenders (the “Lenders”) and the Agent, as Agent for the Lenders;

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantors have entered into that certain Guaranty and Security Agreement, dated as of January 19, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantors and the other grantors party thereto, in favor of the Agent. Capitalized terms used herein without definition shall have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable;

WHEREAS, under the terms of the Security Agreement, each Grantor granted to the Agent, as security, a Lien on, and interest in such Grantor’s Trademark Collateral (as defined in the Trademark Security Agreement defined below), including, without limitation, such Grantor’s respective Trademarks listed on Schedule 1 attached hereto, pursuant to that certain Trademark Security Agreement, dated as of January 19, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by each Grantor in favor of the Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office (“USPTO”) on January 19, 2017 on Reel: 5969, Frame: 0103;

WHEREAS, the Grantors have requested that the Agent release its security interest in the Trademark Collateral; and

WHEREAS, the Grantors and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest the Agent may hold in, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby, on behalf of itself, the Lenders, the L/C Issuers and the other Secured Parties, without recourse, representation, warranty or other assurance of any kind by Agent (express or implied) as to Agent's rights in any Trademark Collateral, the condition or value of any Trademark Collateral, terminates, discharges and releases its continuing security interest and Lien in all right, title and interest in the Trademark Collateral, including, without limitation and for clarity, the Trademarks listed on Schedule 1 and all goodwill associated with the foregoing, and assigns any and all right, title or interest that it may have therein to the applicable Grantor. In the event of any conflict between the provisions of this Release and the provisions of that certain Payoff Letter, dated as of the date hereof, by and among the Grantors, the other parties thereto and the Agent (the "Payoff Letter"), the applicable provision of the Payoff Letter shall govern and control.

The Agent hereby authorizes the Grantors, any of the Grantors' authorized representatives, any new lender to the Credit Parties or Sunsphere Purchaser, Inc., a Delaware corporation, to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to memorialize the release of any Lien on, or security interest in, the Trademark Collateral, pursuant to the Security Agreement.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, filings, agreements and certificates and to do such other acts, in each case at the Grantors' expense, as reasonably requested by the Grantors and as may be reasonably necessary to effect the release of the security Lien on, and interest in, the Trademark Collateral as contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

Delivery of an executed counterpart of this Release by facsimile or other electronic transmission (i.e. "pdf") shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

Very truly yours,


**WEBSTER BANK, NATIONAL
ASSOCIATION, as Agent**

By: 
Name: Greg Romer
Title: Vice President

**Schedule 1 to
Termination and Release of Security Interest in Trademarks**

1. REGISTERED TRADEMARKS

| Mark/Name | Registration Number | Registration Date | Owner |
|---|---------------------|-------------------|--------------------------------|
| VALENCEDOCS | 5,100,512 | December 13, 2016 | Property Brands, Inc. |
| VALENCEPM | 5,100,511 | December 13, 2016 | Property Brands, Inc. |
| PAYYOURRENT | 5,100,323 | December 13, 2016 | Property Brands, Inc. |
| PROPERTYBOSS | 5,100,320 | December 13, 2016 | Property Brands, Inc. |
| PROPERTYBOSS SOLUTIONS | 4,048,455 | November 1, 2011 | Property Brands, Inc. |
| VANTAGE CARD SERVICES, INC. | 4,236,926 | November 6, 2012 | Vantage Card Services, Inc. |
| ScreeningOne | 3,328,894 | November 6, 2007 | Screening One, Inc |
|  | 5,185,777 | April 18, 2017 | Property Brands, Inc. |
| 123LANDLORD | 5,189,870 | April 25, 2017 | Property Brands, Inc. |
| EPREMIUM | 5,227,246 | June 20, 2017 | ePremium Insurance Agency, LLC |

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|---|-----------|--------------|-----|--------------------------------------|
|  | 5,227,245 | June 2017 | 20, | ePremium Insurance Agency, LLC |
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2. TRADEMARK LICENSES

None.